

Southern Pacific Transportation Company

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APR 24 1984 -2 40 PM

INTERSTATE COMMERCE COMMISSION

APR 24 1984

April 19, 1984

10.00 4-115A038

ICC Washington, D. C.

RECORDATION NO. 7256 Filed 1425

APR 24 1984 -2 40 PM

INTERSTATE COMMERCE COMMISSION

Mr. James H. Bayne
Secretary
Interstate Commerce Commission
Twelfth Street and Constitution Avenue, N.W.
Washington, D.C. 20423

RE: Agreement of Conditional Sale dated as of
September 1, 1973, among Southern Pacific
Transportation Company, Metropolitan Life
Insurance Company, as Assignee, and
Bethlehem Steel Corporation

Dear Mr. Bayne:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and three (3) counterparts each of Second Supplemental Agreement and Assignment and Transfer of Certain Road Equipment, each dated as of March 30, 1984, between Southern Pacific Transportation Company and Metropolitan Life Insurance Company, amending the above-entitled Agreement of Conditional Sale and Agreement and Assignment dated as of September 1, 1973, together with this Company's voucher in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 (former Section 20c) in this matter:

Agreement of Conditional Sale dated as of September 1, 1973, between Bethlehem Steel Corporation and Southern Pacific Transportation Company, recorded on December 4, 1973, at 3:10 PM, assigned Recordation No. 7256;

Amendment Agreement dated as of May 1, 1976, recorded on June 8, 1976, at 2:55 PM, assigned Recordation No. 7256-A; and

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First Supplemental Agreement dated September 1, 1981,
recorded on September 28, 1981, at 2:00 PM, assigned
Recordation No. 7256-B.

In connection with the recording of the enclosed Second
Supplemental Agreement and Assignment and Transfer of
Certain Road Equipment, each dated as of March 30, 1984, the
following information is set forth in accordance with the
provisions of Section 57.4 of the Commission's Order of
July 28, 1952, as amended:

Second Supplemental Agreement dated as of March 30,
1984, between Southern Pacific Transportation Company
Vendee, and Metropolitan Life Insurance Company,
Assignee.

General Description of Equipment Covered by
Second Supplemental Agreement

<u>Number of Units</u>	<u>Description</u>
18	70-ton, 52' 8" Box cars; Pullman Inc. (Pullman Standard Division), builder; lettered SP and numbered 248040, 248041, 248044, and 248046 through 248060.

Assignment and Transfer of Certain Road Equipment
dated as of March 30, 1984, among Southern Pacific
Transportation Company, Vendee, Metropolitan Life
Insurance Company, Assignee, and Bethlehem Steel
Corporation, Builder.

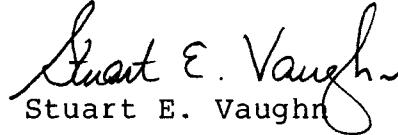
General Description of Equipment Covered by
Assignment and Transfer of Certain Road Equipment

<u>Number of Units</u>	<u>Description</u>
76	70-ton flat cars; Bethlehem Steel Corporation, builder; lettered SP and numbered 515650-515654, 515657, 515658, 515660-515668, 515670, 515672- 515674, 515676-515682, 515685-515697, 515699-515701, 515705-515707, 515709, 515714-515725, 515727, 515728, 515730, 515732-515739, 515743-515747, and 515749.

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When the recording of the Second Supplemental Agreement and the Assignment and Transfer have been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof which are presented to you by our representative herewith, and return the remainder of the same to her.

Very truly yours,


Stuart E. Vaughn

Enclosures

*is Should Be
Recordation No.
7256-C*

SECOND
SUPPLEMENTAL AGREEMENT

RECORDATION NO. 7256-C Filed 1425
APR 24 1984 - 2 40 PM
INTERSTATE COMMERCE COMMISSION

THIS SECOND SUPPLEMENTAL AGREEMENT, dated as of March 30, 1984, by and between Southern Pacific Transportation Company, a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called the "Company"), and Metropolitan Life Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of New York (said Company hereinafter called "Assignee"), with a principal office and place of business at One Madison Avenue, New York, New York, as Agent acting under an Agreement dated as of the first day of September, 1973.

WITNESSETH

WHEREAS, Bethlehem Steel Corporation, a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called the "Builder"), and the Company have entered into an Agreement of Conditional Sale dated as of September 1, 1973 (hereinafter called "Conditional Sale Agreement"), pursuant to which Builder agreed to build, sell and deliver to the Company, and the Company agreed to purchase certain railroad equipment (hereinafter called the "Equipment"), consisting of flat cars, all as described therein; and

WHEREAS, the Builder thereafter assigned its rights under the Conditional Sale Agreement and its right, title

and interest to the Equipment to the Assignee pursuant to an Agreement and Assignment dated as of September 1, 1973 (hereinafter called the "Assignment"), between the Builder and the Assignee; and

WHEREAS, the Conditional Sale Agreement and the Assignment were recorded with the Interstate Commerce Commission in accordance with Title 49, United States Code, Section 11303 on December 4, 1973, and assigned Recordation No. 7256; and

WHEREAS, certain flat cars (hereinafter collectively called "Unsuitable Equipment") comprising said Equipment have become unsuitable for use, and in accordance with the provisions of said Conditional Sale Agreement, the Company has assigned and transferred to the Assignee other standard-gauge railroad equipment (hereinafter collectively called the "Replacement Equipment"), hereinafter specifically described, free from all liens and encumbrances, at least equal to the depreciated value, determined as provided in the Conditional Sale Agreement, of the Unsuitable Equipment; and

WHEREAS, the Conditional Sale Agreement provides that upon transfer of title to said Replacement Equipment to Assignee, the same shall immediately become subject to all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth, it is agreed by and among the parties hereto that:

1. The Conditional Sale Agreement is hereby amended to include the following described Replacement Equipment:

<u>Number of Units</u>	<u>Description</u>
18	70-ton, 52' 8" Box cars; Pullman Inc. (Pullman Standard Division), builder; lettered SP and numbered 248040, 248041, 248044, and 248046 through 248060.

The above-described Replacement Equipment is hereby made subject to all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

2. The Assignment is hereby amended to permit the aforesaid amendment to the Conditional Sale Agreement as though originally set forth in the Conditional Sale Agreement.

3. The Company will promptly cause this Second Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 11303.

4. Except as amended and supplemented hereby, the Conditional Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

5. This Second Supplemental Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract,

which shall be sufficiently evidenced by any such original counterpart. Although this Second Supplemental Agreement is dated for convenience as of March 30, 1984, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgements hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Agreement to be duly executed as of the date first above written.

SOUTHERN PACIFIC
TRANSPORTATION COMPANY

By *LaSmith*
Vice President and Treasurer

Attest:

T. F. Adornell
Assistant Secretary

METROPOLITAN LIFE INSURANCE
COMPANY, as Assignee

588 By *Peter A. Holley*
Senior Vice-President

Attest:

[Signature]
Assistant Secretary

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

On this 30th day of March, 1984, before me personally appeared D. A. SMITH, to me personally known, who being by me duly sworn, says that he is Vice President and Treasurer of SOUTHERN PACIFIC TRANSPORTATION COMPANY; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lenora M. J. Young
Notary Public

